

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RENO, RENO YOUTH SPORTS ASSOCIATION, RENO
CONTINENTAL LITTLE LEAGUE AND BABE RUTH LEAGUE**

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into this 19th day of Nov., 2008 ("Effective Date") by and between the **City of Reno**, a political subdivision of the State of Nevada (hereinafter "City"), the **Reno Youth Sports Association**, a Nevada non-profit corporation, ("RYSA"), the **Reno Continental Little League**, a Nevada non-profit corporation, ("Continental"), and the **South Reno Babe Ruth League**, a Nevada non-profit corporation, ("Babe Ruth").

RECITALS

A. WHEREAS, the City owns certain land on Moana Lane (the "Site"), as shown in Attachment 1, which has historically been used for baseball and aquatic recreational activities and which the City desires to develop and improve for recreation related purposes largely consistent with its historical use, and

B. WHEREAS, Continental and Babe Ruth oversee baseball leagues which use baseball fields at the Site and RYSA, on behalf of the City, coordinates the use of City and Washoe County School District owned flat fields among various sports leagues on numerous sports facilities throughout the community, including at the Site; and

C. WHEREAS, the Parties intend to work together and with other users of the Site to plan, develop and maintain and jointly use the Site for recreational purposes; and

D. WHEREAS, the City has adopted the 2008 Recreation Facility Plan that recommends specific recreation improvements to be developed for the benefit of the public; and

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into the Agreement by this reference, the Parties mutually agree as follows:

1. Definitions.

1.1. "Parties" shall mean the City, RYSA, Continental and Babe Ruth.

1.2. "Prospective Partners" shall mean RYSA, Continental and Babe Ruth.

1.3. "Flat fields" shall mean fields capable of hosting one or more field sports, such as baseball, softball, soccer, rugby, and/or lacrosse.

1.4. The "Site" shall mean the real property now owned or hereafter acquired as generally depicted on Exhibit A hereto.

1.5. The "Project" shall mean site design, financial and operational feasibility studies, construction, maintenance and operation of recreation opportunities on the Site.

2. Duration of this Agreement. The duration of this Agreement shall be one hundred eighty (180) days from the date of execution of this Agreement by the Parties. This Agreement shall

automatically terminate unless mutually extended in writing by the City (acting through and in the discretion of its City Manager) and one or more of the Prospective Parties (acting through and in the discretion of their Chief Executive Officer) and for a period not to exceed an additional one hundred eighty (180) days.

3. Relationship of the Parties. The Parties agree that nothing in this Agreement shall be deemed or interpreted to create between them the relationship of lessor and lessee, of grantor and grantee, of buyer and seller, or of partners or joint venturers.

4. Development Concept. The Parties agree upon the following points:

4.1. City desires to develop the Site for multiple recreation uses guided by its Recreation Facilities Plan and with the possibility of including compatible commercial development to help fund recreational opportunities on the Site. Site planning is critical to accommodate the various uses. The City desires to engage the services of professional consultants (collectively, the "Consultants"), possibly including but not limited to:

- a. Appropriate design professionals experienced in recreation and aquatics for design of an overall site plan.
- b. Appropriate professionals to conduct one or more financial or operational feasibility studies.

4.2. Prospective Partners, including the City, desire to see the Project move forward and desire nonbinding input in the planning process, which the City agrees to. Prospective Partners understand that seed money is required to engage the Consultants and to move forward with the Project. Prospective Partners agree to the deposits set forth in Section 5, and further agree to use their best efforts to provide additional financial and/or in-kind support on behalf of developing the Project.

4.3. The Prospective Partners have unique perspective and information relevant to the planning of the Project and agree to participate in meetings with City staff, to testify or provide updates when requested at City Council meetings and to provide non-privileged statistics, information and guidance to the City or Consultants as requested from time to time.

4.4. The Parties will work together to identify and pursue additional sources of funding, as may be requested by the City, on behalf of the Project.

4.5. The Parties will explore and negotiate toward long term agreements relating to financial and other forms of assistance in the construction, maintenance and/or operation of the Project, or portions of the Project.

5. Deposit. In consideration of this Agreement and the costs of developing the Project, the Prospective Partners shall each deposit cash funds with the City in the amounts shown below payable on the dates shown below (collectively, the "Deposit"). The City shall put the Deposit in an interest bearing fund and such interest, when earned by the City, shall become part of the

Deposit. The City may use the Deposit solely development of the Project, unless a party enters into an amendment or subsequent agreement for use of their contributing share of the Deposit. If this Agreement is terminated pursuant to Section 6, any remaining balances of that prospective partner's Deposit, after payment of expenses incurred by the City pursuant to this Section of the Agreement, shall be returned by the City to that Prospective Partner.

RYSA agrees to deposit \$10,000 on or before December 1, 2008.

Continental agrees to deposit \$7,500 on or before December 1, 2008.

South Reno Babe Ruth is financially unable to commit funds at this time but has committed to take an active role in the site development process.

6. Termination. Any party may terminate this Agreement as to them with or without cause at any time by giving written notice to the other parties. The Agreement shall continue as to the remaining parties. No party shall have the right to seek an award of damages as a result of the termination of this Agreement, except that the section entitled "Indemnity" shall survive termination.

7. Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All such notices shall be sent by:

(i) personal delivery, in which case notice is effective upon delivery;

(ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;

(iii) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

City: Julee Conway, Director
Parks, Recreation and Community Services
190 E. Liberty St.
Reno, Nevada 89501
Phone: (775) 334-6265
Fax: (775) 331-8399

RYSA: Pam Calhoun, President
14665 Chamy Drive, R-11
Reno, Nevada 89521
Phone: 853-2125

Continental: Brett Scolari
100 West Liberty Street, 12th Floor
Reno, NV 89501
Phone: 775-786-5000
Fax: 775-786-1177

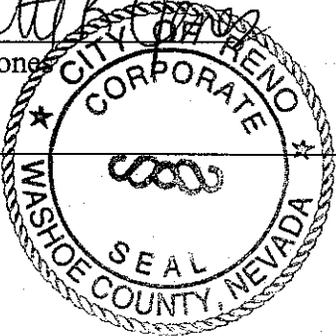
SRBR: Scott Walquist
65 Regency Way
Reno, NV 89509
Phone: 775-287-6788 (cell), scott@kps3.com

8. Indemnification. To the extent allowed by law, each party shall defend, hold harmless and indemnify the other party and its officers, and employees from all costs (including without limitation reasonable attorneys' fees and litigation costs), claims and liability for damages to real or personal property, or personal injury to any third party, resulting from such parties own negligence or negligence of its employees or agents, arising out of the performance of the this Agreement.
9. Severability. If any term or provision of this Agreement or the application thereof shall, to any extent, be held to be invalid or unenforceable, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions of this Agreement or the application of such terms and provisions to circumstances other than those as to which it is held invalid or unenforceable unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provision.
10. Entire Agreement; Amendments In Writing; Counterparts. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral and written, between the Parties with respect to such subject matter. This Agreement may be amended only by a written instrument executed by the Parties or their successors in interest. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
11. No Third Party Rights. The parties expressly disclaim the creation of any right in any third party whatsoever under this Agreement. There are no third-party beneficiaries. The only persons who may enforce this Agreement and have any rights under this Agreement are the City and Parties.
12. Captions. The captions of the sections and articles of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions hereof.
13. Subject to Applicable Laws. The Parties shall comply with all applicable and material statutes, ordinances, laws, rules, regulations and requirements under Federal, State, County, City

and other local authority applicable to the terms and conditions of this Agreement (collectively, "Law" or "Laws"). All terms and conditions of this Agreement shall be subject to all applicable Laws and to the extent that any term or condition is in violation of any applicable Law, such term or condition shall be void and unenforceable. The parties each acknowledge that they have certain obligations under the Law including, but not limited to, the requirement that public notice and hearing be afforded for certain actions and that findings and determinations of fact be made. Nothing in this Agreement is intended to prejudice or prejudice those findings and determinations. Any conflict between the provisions of this Agreement and any present or future lawful exercise of the City's legislative prerogatives shall be resolved in favor of the latter.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement the day and year first written above.

<p>THE CITY OF RENO</p> <p>By: <u><i>Robert A. Cashell, Sr.</i></u> Robert A. Cashell, Sr. Mayor</p>	<p>Attest:</p> <p>By: <u><i>Lynnette R. Jones</i></u> Lynnette R. Jones City Clerk</p> 
<p>APPROVED AS TO FORM ONLY</p> <p>By: <u><i>Tracy R. Chase</i></u> City Attorney's Office</p>	
<p>RENO YOUTH SPORTS ASSOCIATION</p> <p>By: <u><i>Pamela Collier</i></u> Print Name: <u>Pamela Collier</u> Its:</p>	<p>RENO CONTINENTAL LITTLE LEAGUE</p> <p>By: <u><i>Brett Scolari</i></u> Print Name: <u>Brett Scolari</u> Its: <u>BoD</u></p>
<p>SOUTH RENO BABE RUTH LEAGUE</p> <p>By: <u><i>Shawna Howard</i></u> Print Name: <u>Shawna Howard</u> Its:</p>	